

SAUAP FORM 67 (TEST) (REV)
(JUN 72)

AWARD/CONTRACT

PAGE OF
1 15

1. CONTRACT (Proc. Inst. Ident.) NO. DAAK11-79-C-0057	2. EFFECTIVE DATE 79 APR 23	3. REQUISITION/PURCHASE REQUEST/PROJECT NO. 1A9232FMGGNF/01	4. CERTIFIED FOR NATIONAL DEFENSE UNDER DOSA REG. 2 AND/OR DEAS REG. 1 RATING DO-C IF "9", SEE SECT. K
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5. ISSUED BY Cdr, ARRADCOM Cml/Ballistics Proc Div APG (Edgewood Area), MD 21010 BUYER/SYMBOL: Ledman/DRDAR-PRB-R PHONE: AC 301-671-3821	CODE W150KN	6. ADMINISTERED BY (If other than block 5) W150KN	7. FOB SITE F.O.B. SOURCE = S F.O.B. = D DESTINATION F.O.B. = O INTERMED. OTHER = L (SEE SECT. D)
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8. CONTRACTOR NAME AND ADDRESS SRI International 333 Ravenswood Ave Menlo Park, CA 94025	CODE 03652	FACILITY CODE 03652 IF "9" FOR MULTIPLE FACILITIES, SEE SECT. K	9. TYPE CONTRACT <input type="checkbox"/> NET <input type="checkbox"/> OTHER IF "9" FOR MULTIPLE DISBURSING OFFICES, SEE SECT. K
10. DISCOUNT FOR PROMPT PAYMENT 1ST <input type="checkbox"/> % <input type="checkbox"/> DAYS 2ND <input type="checkbox"/> % <input type="checkbox"/> DAYS 3RD <input type="checkbox"/> % <input type="checkbox"/> DAYS		11. THIS PROCUREMENT WAS <input type="checkbox"/> ADVERTISED, <input checked="" type="checkbox"/> NEGOTIATED, PURSUANT TO: 10 U.S.C. 2304 (a) (2) 41 U.S.C. 262 (c) ()	

12. PAYMENT WILL BE MADE BY Finance & Accounting Officer ATTN: DRDAR-CPF Dover, NJ 07801	CODE W150KN IF "9" FOR MULTIPLE DISBURSING OFFICES, SEE SECT. K
13. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12 12	14. SURV. CRIT. DES. <input type="checkbox"/>
15. TOTAL AMOUNT OF CONTRACT \$190,631.00	16. TABLE OF CONTENTS (NOT APPLICABLE IF BLOCK 21 IS CHECKED)

(X)	SEC	PAGE	(X)	SEC	PAGE
			X	F	Description/Specifications 4-5
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17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>2</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award contract, (b) the solicitation, if any, and (c) such provisions, representations, certifica- tions, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		21. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any con- tinuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
18. NAME OF CONTRACTOR SRI INTERNATIONAL BY <u>Philip J. O'Donnell</u> (Signature of person authorized to sign)		22. UNITED STATES OF AMERICA BY <u>Robert E. Walter</u> (Signature of Contracting Officer)	
19. NAME AND TITLE OF SIGNER (Type or print) Philip J. O'Donnell Manager		23. NAME OF CONTRACTING OFFICER (Type or print) ROBERT E. WALTER	
20. DATE SIGNED 1979 APR 13		24. DATE SIGNED 79 APR 23	

AIM'S/A 562

SECRET

REGRADED UNCLASSIFIED when separated
Section F.

SMUAP FORM 695 (TEST) (REV) (JUN 72)	CONTINUATION SHEET	PROC INSTR IDENT NO <u>DAAK11-79-C-0057</u>	MOD/ORDER NO. <u> </u>	PAGE 2	OF 15
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PART II SECTION E & H
SERVICES LINE ITEM DATA

ITEM NO.	DESCRIPTION OF SERVICES	COMPLETION DATE	TOTAL ITEM AMOUNT *
10 12 <u>(0001)</u>	<u>Special Orientation Techniques</u> ACRN	<u>23 APR 1980</u> SVC/AGENCY USE ONLY	<u>(190,631.00)</u> ITEM/PROJ MGR
DESCRIPTIVE DATA: <u> </u>			

ITEM NO.	DESCRIPTION OF SERVICES	COMPLETION DATE	TOTAL ITEM AMOUNT *
20 22 <u>0001AA</u>	<u>Special Orientation Techniques</u> ACRN	<u>23 APR 1980</u> SVC/AGENCY USE ONLY	<u>190,000.00</u> ITEM/PROJ MGR
DESCRIPTIVE DATA: <u>AA</u> <u>1A9232FMGGNF/01</u> <u>B19A9030B11A</u>			
Full accomplishment of the work specified in Section F, Description/ Specification entitled "Special Orientation Training".			

ITEM NO.	DESCRIPTION OF SERVICES	COMPLETION DATE	TOTAL ITEM AMOUNT *
30 32 <u>0001AB</u>	<u>Special Orientation Techniques</u> ACRN	<u>23 APR 1980</u> SVC/AGENCY USE ONLY	<u>631.00</u> ITEM/PROJ MGR
DESCRIPTIVE DATA: <u>AB</u> <u>1A9232FMGGNF/02</u> <u>B19A9030B11A</u>			
Full accomplishment of the work specified in Section F, Description/ Specification entitled "Special Orientation Training".			

ITEM NO.	DESCRIPTION OF SERVICES	COMPLETION DATE	TOTAL ITEM AMOUNT *
40 42 <u>0001AC</u>	<u>Data (DD 1423)</u> ACRN	<u>23 MAY 1980</u> SVC/AGENCY USE ONLY	<u>NSP</u> ITEM/PROJ MGR
DESCRIPTIVE DATA: <u>AA</u> <u>1A9232FMGGNF/01</u> <u>B19A9030B11A</u>			
Preparation of Data in accordance with the requirements, quantities and schedules set forth in Exhibit A (DD Form 1423) attached hereto.			
NSP - NOT SEPARATELY PRICED.			

ITEM NO.	DESCRIPTION OF SERVICES	COMPLETION DATE	TOTAL ITEM AMOUNT *
50 52 <u> </u>	<u> </u> ACRN	<u> </u> SVC/AGENCY USE ONLY	<u> </u> ITEM/PROJ MGR
DESCRIPTIVE DATA: <u> </u>			

*REPRESENTS NET AMOUNT OF INCREASE/DECREASE WHEN MODIFYING EXISTING ITEM NOS.

E = ESTIMATED

- (IN \$) = DECREASE

1.00 (IN ITEM NO.) = ADDITION OR DELETION

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PART II - THE SCHEDULE

SECTION E - SUPPLIES/SERVICES & PRICES

E.1 TYPE OF CONTRACT: This is a Cost-Plus-Fixed-Fee Completion Form Contract.
See Section H, Paragraph H.3.

E.2 ESTIMATED COST AND CONSIDERATION:

SGFOIA2

SGFOIA2

E.2.1 The total estimated cost of the work under this contract excluding the Contractor's fixed fee is [REDACTED]. The total estimated cost includes [REDACTED] for Facilities Capital Cost of Money (CAS 414).

E.2.2 As consideration for its undertakings under this contract, the Contractor shall receive the following:

E.2.2.1 Reimbursement for costs as provided in the General Provision "Allowable Cost, Fixed Fee and Payment".

SGFOIA2

E.2.2.2 A fixed fee [REDACTED] The fixed fee shall be paid provisionally in installments at the time of payment of allowable costs and each such payment shall be in an amount which shall bear the same proportion to the total amount of fixed fee as the payment of allowable costs bears to the total estimated cost, subject, however, to the withholding provisions hereinafter set forth. The foregoing method of payment of fixed fee is for billing convenience only, and payments so made do not necessarily represent actual percentages of work completed. If the Contracting Officer at any time determines that provisional payment of fee on the above basis results or has resulted in payment at a rate in excess of the percentage of the work completed, he may reduce any payment made by requiring a refund and/or adjust any payment to be made by the estimated amount of such excess.

E.3 The Contractor's Certifications and Representation as provided for RFQ DAAK11-79-Q-0106 are incorporated herein by reference.

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PART II - THE SCHEDULE

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SECTION F
DESCRIPTION/SPECIFICATION

TITLE: Special Training Techniques

F.1. (S-ORCON) Background.

The Department of Defense has shown considerable interest in applied parapsychology, or psychoenergetic processes, over the past few years. Based upon Air Force and Army involvement, a meeting was held in August 1978 to establish a unified DoD effort in the development of the remote viewing process for intelligence purposes.

The DoD program will investigate the remote viewing phenomenon and the extraordinary collection potential it offers. The Soviet Union has a significant commitment in this area and it is therefore incumbent upon the DoD to understand the phenomenon and pursue its military applications.

F.2. (S-ORCON) Objectives. The objectives of this effort are the optimization of remote viewing protocols, the familiarization of selected individuals to reach enhanced levels of ability and the establishment of potential screening procedures to enlarge the population from which individuals are selected. ✓

F.3. (S-ORCON) Services to be Performed. The contractor shall provide necessary facilities and personnel to perform the following in accordance with approved protocol provided by the government.

F.3.1. Task 1: a. Using contractor personnel, conduct remote viewing sessions at Ft. Ord, CA, on notification by government of the schedule of exercises at Ft. Ord.

b. Make available to personnel designated by the Project Manager relevant data, protocols and specific procedures of the remote viewing process.

c. Provide personnel designated by the Project Manager with the guidance necessary to establish remote viewing programs at different locations.

* d. From a group of 10-15 government individuals, select six individuals for participation in a remote viewing familiarization program.

* e. Conduct a remote viewing familiarization program of one month duration for each individual.

CLASSIFIED BY: MSG, HQDA (DAMI-ISH), Wash
DC, dated 7 Jul 78
REVIEW ON: 7 Jul 98

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PART II - THE SCHEDULE - SECTION F - DESCRIPTION/SPECIFICATIONS

* f. Conduct 10 sessions of 25 trials per session with each individual on the Ten-Choice Numerical Training Facility. Provide results of data analyses to the sponsoring government activity.

g. Submit required reports in accordance with DD Form 1493.

F.3.2. Task 2: a. Pursue the application and judging techniques of remote viewing to:

- (1) target on key enemy military individuals from covert agents to key battle commanders
- (2) detect the change in state of military units and rapidly determine the damage resulting from nonnuclear weapon attack
- (3) determine the access code to computers and other electronic devices
- (4) propose countermeasures to reduce the vulnerability of US Army personnel, units, materiel and operations to remote viewing

b. Submit required reports in accordance with DD Form 1423.

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CLASSIFIED BY: MSG, HQDA (DAMI-ISH)
Wash, DC dated 7 Jul 78
REVIEW ON: 7 Jul 98

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PART II - THE SCHEDULE

SECTION G - PACKAGING AND MARKING

G.1 PACKING AND PACKAGING: All items or component parts thereof furnished by the Contractor shall be prepared for shipment in accordance with MIL-STD-1188A, 5 January 1978, except that packaging and packing of explosives, explosive-loaded items, ammunition, and hazardous materials will comply with DOT Regulations and appropriate statutes covering such shipments.

SECTION H - DELIVERIES OR PERFORMANCE

H.1 PERIOD OF PERFORMANCE: The period of performance for this contract is 13 months from its effective date as follows:

TECHNICAL EFFORT
ITEM 0001

DATA
ITEM 0001AC

12 Months

1 Month

H.2 F.O.B. POINT: CLIN 0001AC Data Items shall be delivered F.O.B. Destination addressed as follows:

Director,
US Army Materiel Systems Analysis Activity
ATTN: DRXS-D
Aberdeen Proving Ground, MD 21005

H.3 TYPE OF CONTRACT: This is a completion form of a cost-plus-fixed-fee contract. The goal of the contract is full performance of the work specified in Section F and delivery of the data requirements of the contract. The attainment of this goal constitutes the condition for payment of the fixed fee. The Contractor shall endeavor to complete the contract within its estimated cost and period of performance. In the event the contract is not completed within the estimated cost, the Government may elect to increase the estimated cost, thereby requiring the Contractor to complete the contract without adjustment in the fixed fee specified herein. The fixed fee, however, is subject to an equitable adjustment in the event the Scope of Work is changed or the goal of the contract is not obtained.

SECTION I - INSPECTION AND ACCEPTANCE

I.1 Inspection and acceptance of data items to be delivered under this contract shall be performed at destination by the addressee identified in Section H and Blocks 6 and 14 of Exhibit "A", Contract Data Requirements List (DD Form 1423).

I.2 Acceptance of the final technical report will be on the basis of technical completeness and accuracy.

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Continuation Sheet Approved For Release 2003/09/10 : CIA-RDP96-00792R000100140001-1 15
 PART II - THE SCHEDULE
 SECTION J - SPECIAL PROVISIONS

J.1 ALLOWABLE COSTS: Allowable costs to be reimbursed under this contract shall be in accordance with the principles set forth in Part 2, Section 15 of the Defense Acquisition Regulation in effect at the time of contract execution which part is incorporated herein by reference. With reference to the items set forth below, the following specific provisions apply:

J.1.1 INDIRECT COSTS (OVERHEAD RATES): The Contractor shall be reimbursed for its indirect costs not otherwise reimbursable as direct charges to this contract at provisional billing rates as recommended by the cognizant Government Audit Agency. It is understood and agreed that these rates shall be provisional rates for billing purposes only, and shall be subject to adjustment pursuant to the General Provision entitled "Negotiated Overhead Rates".

J.1.2 TRAVEL AND SUBSISTENCE: Travel and subsistence expenses incurred by Contractor employees in connection with the performance of this contract shall be reimbursable items of costs hereunder in accordance with the Contractor's policy and subject to the provisions of DAR 15-205.46.

J.1.3 INSURANCE:

J.1.3.1 To the extent that costs of insurance coverage are included in overhead, it is agreed that said costs shall not be an item for separate reimbursement under this contract.

J.1.3.2 The Contractor hereby agrees to immediately notify the Contracting Officer of any cessation or cancellation of its insurance.

J.2 MINIMUM INSURANCE: The following insurance is required as a minimum in accordance with Paragraph 10-501 of the Defense Acquisition Regulation.

J.2.1 LEGALLY REQUIRED INSURANCE: Where certain laws apply such as State Laws governing Workman's Compensation and Employers Liability Coverage, etc., the Contractor, prior to commencement of work, shall furnish the Contracting Officer a written statement that such laws have been complied with and that compliance will continue throughout the period of contract performance.

J.2.2 GENERAL LIABILITY AND AUTOMOBILE LIABILITY:

General Liability - \$300,000.00 per occurrence

	<u>EACH PERSON</u>	<u>BODILY INJURY</u>	<u>PROPERTY DAMAGE</u>
Automobile Liability	\$100,000.00	\$300,000.00 per occurrence	\$10,000.00 per occurrence

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PART II - THE SCHEDULE
SECTION J - SPECIAL PROVISIONS

J.3 GOVERNMENT FURNISHED PROPERTY:

* J.3.1 The Government will provide six (6) Department of the Army employees to participate in the program when required by the Contractor.

J.3.2 The Government reserves the right to furnish materials, supplies or equipment necessary for contract performance upon so notifying the Contractor prior to any commitment by the Contractor.

J.4 LIMITATION OF COST: In accordance with the clause of this contract entitled "Limitation of Cost" (1966 Oct), DAR 7-402.2(a), paragraph (a), the notice required thereby shall be provided to the designated Procuring Contracting Officer by CERTIFIED MAIL, return receipt requested. Failure to comply with the above notice requirement imposes the risk of continued performance on the Contractor for cost incurred over and above the estimated cost or allotted amount stated in the contract.

J.5 PRE-DETERMINATION OF RIGHTS: As a result of pre-determination of rights entered into during the negotiation of this contract (DAR 9-202), the Government and the Contractor agree that all data called for under this contract shall be delivered with unlimited rights.

J.6 ORDER OF PRECEDENCE (1973 APR): In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) The Schedule (excluding the Specifications); (b) Terms and Conditions of the Solicitation, if any; (c) General Provisions; (d) Other provisions of the contract, when attached or incorporated by reference; and (e) The Specifications.

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PART II--SECTION J--SPECIAL PROVISIONS

J.7 SECURITY

The highest security classification for this project is SECRET.

J.8 RELEASE OF INFORMATION

ROBERT WALTER

(a) Approval of the Contracting Officer is required prior to the release of information received in the performance of this contract or developed pursuant to this contract.

(b) If this is a classified contract, the provisions of the DoD Security Agreement (DD Form 441) and the DoD Contract Security Classification Specification (DD Form 254) also apply.

NEW JERSEY SALES AND USE TAX (where appropriate)

The subject purchase of property or services is for the exclusive use of the United States Government, its agents, or instrumentalities, and is accordingly exempt from the provisions of the New Jersey Sales and Use Tax Act.

J.9 MARYLAND SALES TAX (where appropriate)

Transactions connected with any contract placed under this solicitation are exempted under Maryland Retail Sales Tax Exemption Certificate No. 500 if shipments originate in or are to be delivered within the State of Maryland.

USE OF GOVERNMENT-OWNED PROPERTY FOR PROMOTION OF FOREIGN ARMS SALES

(a) Written approval of the Contracting Officer shall be requested and obtained prior to use of any U. S. Government-owned property for the purpose of promoting Foreign Arms Sales.

(b) The request should be in writing and indicate specifically what property will be used, the manner in which it will be used, and what impact will occur if approval is not granted. Requests should be submitted considerably in advance of the date approval is desired so as to give the Contracting Officer time to coordinate the matter with higher authority.

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CONTINUATION SHEET

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PART II--SECTION J--SPECIAL PROVISIONS

J.10 CERTIFICATION - WAGE AND PRICE STANDARDS (1979 JAN) (DAR 1-340(f)(2))

(This clause is applicable if the award, an order under an existing contract or a supplemental agreement for new work is in excess of \$5 million, or the expected cumulative value of orders (when the contract is of the indefinite delivery type) is in excess of \$5 million.)

(a) The contractor hereby certifies that, as of the date of this action, he is in compliance with the Wage and Price Standards issued by the council on Wage and Price Stability (6 CFR 705, Appendix, and Part 706).

(b) If it is later determined after notice and opportunity to be heard that the contractor was willfully not in compliance with such standards as of the date of this certification, then this contract may be terminated in accordance with the provisions of the Termination for Default Clause.

(c) Should the Government determine that termination for default would not be in the public interest, the contractor agrees that he will accept an equitable reduction of the contract price or cost allowance and profit or fee, as appropriate under the circumstances.

(d) The contractor shall require a Certification - Wage and Price Standards limited to (a) above, as a condition of award of any first tier subcontract which exceeds \$5 million. The contractor further agrees that should any price adjustment in subcontract prices result from the operation of this provision as to subcontracts, he will advise the contracting officer and an equitable adjustment of the contract price will be made. The operation of this provision in any subcontract shall not excuse the contractor from performance of this contract in accordance with its terms and conditions. Any waiver or relaxation of the certification requirements with respect to such first-tier subcontractors can only be made by the agency head involved.

J.11 TECHNICAL DIRECTION AND LIASION: An individual will be designated in writing to act as the Contracting Officer's Representative (COR) under this contract. This individual will represent the Contracting Officer in the technical phases of the work, but will not be authorized to change any of the terms and conditions of the contract or direct work that will require an amendment to the contract.

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PART II - THE SCHEDULE

SECTION J - SPECIAL PROVISIONS

J.12 UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT PERSONNEL: The Contractor will not accept any instructions issued by any person employed by the US Government or otherwise other than the Contracting Officer or the Contracting Officer's Representative, acting within the limits of his authority. Contracting Officer's Representative will be so designated in writing to the Contractor, and the Scope of his authority will be set forth therein.

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PART II - THE SCHEDULE

SECTION K - CONTRACT ADMINISTRATION DATA

K.1 ADMINISTRATION:

K.1.1 SECURITY ADMINISTRATION: Security Administration is assigned to:

Defense Contract Administration Services Region - San Francisco
ATTN:
866 Malcolm Road
Burlingame, CA 94010

K.1.2 OTHER ADMINISTRATIVE FUNCTIONS: All other administrative functions set forth in Section XX, Part 7 of the Defense Acquisition Regulation are retained by the Purchasing Office.

K.2 PAYMENT:

K.2.1 Vouchers shall be submitted through the following Defense Contract Audit Agency:

Branch Manager
Defense Contract Audit Agency
Peninsula Branch Office
400 Cambridge Ave, Suite 404
Palo Alto, CA 94306

K.2.2 Payment will be made by:

Finance and Accounting Office
ATTN: DRDAR-CPF
Dover, NJ 07801

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PART II SECTION K
ACCOUNTING CLASSIFICATION DATA

ACCTG CLASS REF	APPROPRIATION	LIMIT SUBHEAD	SUPPLEMENTAL ACCOUNTING CLASSIFICATION	
AA	21 90240 NON-CLIN/ELIN PAYMENT PROV	CPN RECIPIENT DODAAD	96A7085P6657062581 S18001 OBLIGATED AMOUNT *	SVC/AGENCY USE ONLY
			190,000.00	6657065410000
DESCRIPTIVE DATA: EO 80542-905-60 CC 804260 EOC 483				
PRON NO: 1A9232FMGGNF/01				
CUSTOMER NO: B19A9030B11A				

ACCTG CLASS REF	APPROPRIATION	LIMIT SUBHEAD	SUPPLEMENTAL ACCOUNTING CLASSIFICATION	
AB	21 92040 NON-CLIN/ELIN PAYMENT PROV	CPN RECIPIENT DODAAD	96A7085P6657062581 S18001 OBLIGATED AMOUNT *	SVC/AGENCY USE ONLY
			631.00	6657065410000
DESCRIPTIVE DATA: EO 80542-905-60 CC 804260 EOC 483				
PRON NO:				
CUSTOMER NO: B19A9030-02-B11A				

ACCTG CLASS REF	APPROPRIATION	LIMIT SUBHEAD	SUPPLEMENTAL ACCOUNTING CLASSIFICATION	
	NON-CLIN/ELIN PAYMENT PROV	CPN RECIPIENT DODAAD	OBLIGATED AMOUNT *	SVC/AGENCY USE ONLY
DESCRIPTIVE DATA:				

ACCTG CLASS REF	APPROPRIATION	LIMIT SUBHEAD	SUPPLEMENTAL ACCOUNTING CLASSIFICATION	
	NON-CLIN/ELIN PAYMENT PROV	CPN RECIPIENT DODAAD	OBLIGATED AMOUNT *	SVC/AGENCY USE ONLY
DESCRIPTIVE DATA:				

ACCTG CLASS REF	APPROPRIATION	LIMIT SUBHEAD	SUPPLEMENTAL ACCOUNTING CLASSIFICATION	
	NON-CLIN/ELIN PAYMENT PROV	CPN RECIPIENT DODAAD	OBLIGATED AMOUNT *	SVC/AGENCY USE ONLY
DESCRIPTIVE DATA:				

ACCTG CLASS REF	APPROPRIATION	LIMIT SUBHEAD	SUPPLEMENTAL ACCOUNTING CLASSIFICATION	
	NON-CLIN/ELIN PAYMENT PROV	CPN RECIPIENT DODAAD	OBLIGATED AMOUNT *	SVC/AGENCY USE ONLY
DESCRIPTIVE DATA:				

*REPRESENTS NET AMOUNT OF INCREASE/DECREASE WHEN MODIFYING AN EXISTING ACRN.

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PART III - SECTION L
GENERAL PROVISIONS

L.1 Basic Agreement NO0014-76-A-0168 as modified is hereby incorporated by reference.

L.2 The following optional clauses of Part B of the Basic Agreement apply:

B-2; B-3; B-6 through B-16; B-19; B-23; B-24 through B-27; B31 and B36.

L.3 General Provision A-3 entitled "Disputes" (1958 Jan) DAR 7-103.12(a) is superseded by the attached General Provision entitled "Disputes".

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PART III--SECTION L--GENERAL PROVISIONS

L.3 DISPUTES (DAR 7-103.12)

(a) This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601, et. seq.). If a dispute arises relating to the contract, the contractor may submit a claim to the Contracting Officer who shall issue a written decision on the dispute in the manner specified in DAR 1-314.

(b) "Claim" means

- (1) a written request submitted to the Contracting Officer;
- (2) for payment of money, adjustment of contract terms, or other relief;
- (3) which is in dispute or remains unresolved after a reasonable time for its review and disposition by the Government; and
- (4) for which a Contracting Officer's decision is demanded.

(c) In the case of disputed requests or amendments to such requests for payment exceeding \$50,000, or with any amendment causing the total request in dispute to exceed \$50,000, the Contractor shall certify, at the time of submission as a claim, as follows:

I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the contract adjustment for which the contractor believes the Government is liable.

(d) The Government shall pay the contractor interest

- (1) on the amount found due to claims submitted under this clause;
- (2) at the rates fixed by the Secretary of the Treasury, under the Renegotiation Act, Public Law 92-41;
- (3) from the date the Contracting Office receives the claim, until the Government makes payment.

(e) The decision of the Contracting Officer shall be final and conclusive and not subject to review by any forum, tribunal, or Government agency unless an appeal or action is timely commenced within the times specified by the Contract Disputes Act of 1978.

(f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal or action related to the contract, and comply with any decision of the Contracting Officer.

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Continuation Sheet
PART IV - SECTION M
LIST OF DOCUMENTS & ATTACHMENTS

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LIST OF DOCUMENTS
& ATTACHMENTS

	<u>TITLE</u>	<u>DATE</u>	<u>NO OF PAGES</u>
SF 26 (67X)	Award/Contract and Continuation Sheets, Sections B thru M	Jun 72	15
Exhibit "A"	Contract Data Requirements List, consisting of DD Form 1423 and DD Forms 1664 continuation sheets and Guidelines on Preparation of DD Form 1423	23 May 78	5
Attachment I	Contract Security Classification Specification (DD Form 254)		2

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GUIDANCE ON DOCUMENTATION OF DATA REQUIREMENTS

The following information is furnished to provide guidance with respect to the abbreviations and codes utilized in various blocks of DD Form 1423, Contract Data Requirements List.

Block 7, DD Form 250 Requirement. This block designates the location (contractor's facility or destination) for performance of Government inspection and acceptance. The applicable codes for inspection and acceptance are cited below. The Government activity to perform the destination acceptance task is entered in Block 14 as the first addressee.

<u>Code</u>	<u>Inspection</u>	<u>Acceptance</u>
SS	*Source (DD Form 250)	*Source (DD Form 250)
DD	Destination (DD Form 250)	Destination (DD Form 250)
SD	*Source (DD Form 250)	Destination (DD Form 250)
DS	Destination (DD Form 250)	*Source (DD Form 250)
LT**	Letter of Transmittal only	
NO	No inspection or acceptance required	
XX	Inspection/acceptance requirements specified elsewhere in contract	

*Source indicates contractor's facility.

**Use of these symbols is not authorized for engineering data such as drawings and specifications.

Block 8, Approval Code. Items of critical data requiring specific advanced written approval, such as test plans, are identified by an "A" in this field. Most of these data require submission of a preliminary draft prior to publication of a final document. When advanced approval is not required, this field is blank.

Block 10, Frequency. The codes used in this block are cited below:

DAILY	Daily	BI-MO	Each two months	OTIME	One time
WEEKLY	Weekly	QRTLY	Quarterly	ONE/R	One time and revision
BI-WE	Each two weeks	ANNLY	Annually	R/ASR	Revisions as required
MTHLY	Monthly	SEMIA	Each six months	DFDEL	Deferred delivery
ASREQ	As required (see Notes A/B)	2TIME	Two separate submittals	ONE/P	One time preliminary draft

CHG P AS REQ Change pages as required

NOTES A AND B: See page 2.

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GUIDANCE ON DOCUMENTATION OF DATA REQUIREMENTS (continued)

NOTE A: Block 13 is used for further explanation.

NOTE B: When data is of recurring type, it will be submitted at end of reporting period established in field unless otherwise indicated in Data Preparation Instructions or in Blocks 12 or 13 of DD Form 1423.

Block 11, As of Date (AOD). When data is submitted only once, this block indicates the number of days the data is to be submitted prior to the end of the reporting period; e.g., "15" would place the AOD for this report at 15 days before the end of each month, quarter, or year depending on the frequency established in Block 10; "0" places the AOD at the end of each month, quarter, or year. Further guidance is shown in Block 13 or 16 as required.

Block 12, Date of First Submission. This block indicates the initial data submission date (Year/Month/Day). When data has already been submitted and will be resubmitted, the date of the next submission is entered. When the contract start date has not been established, this block indicates the number of days after the contract start date that the data is due; e.g., 30 DAC. Further information if required is contained in Block 13. Classified dates are not cited on this form. "DFDEL" indicates deferred delivery.

Block 13, Date of Subsequent Submission/Event Identification. When data is submitted more than once, the date(s) of subsequent submission(s) is indicated in this block. When submission of data is based on the initiation of a specific event or milestone, this information is cited in this block (when such information classifies the form, this block is left blank). Example: "NLT 15 days before start of production"; "45 days before first article", etc.

Block 14, Distribution and Addressees. Addressees and number of copies (regular/reproducible) to be forwarded to each addressee is cited in this block; e.g., DDC-20/0. Addressees are indicated by office symbols (i.e., DRDAR-XYZ), contractor initials, DoD Handbook H-4 codes, and Command initials. A list explaining these symbols, etc., is attached to the form. When reproducible copies are required (second number), the type of copies required will be cited in this block or Block 16.

NOTE: Unless otherwise cited in Block 10, entries in Blocks 3 through 9 on DD Forms 1664, Data Item Descriptions, are for informational purposes only and are not contractually binding.

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ATTACHMENT TO DD FORM 1423

ADDRESSES:

Director
U.S. Army Materiel Systems Analysis Activity
ATTN: DRXS-DS (Lynne Taylor)
Aberdeen Proving Ground, MD 21005

Commander
U.S. Army Armament R&D Command
Procurement Directorate
Chemical/Ballistics Procurement Division
ATTN: DRDAR-PRB (Mr. John Ledman)
Aberdeen Proving Ground, MD 21010

DEFINITIONS:

Regular copy means an electrostatically reproduced copy or a typed original or a typed carbon copy.

Reproducible copy means a typed original manuscript. Final copy will be single spaced.

CONTRACT DATA REQUIREMENTS LIST/DD-FORM 1423

NOTICE OF COVER DISCLAIMER STATEMENT AND DISTRIBUTION APPROVAL

All interim, draft and final reports generated hereunder are subject to the following:

1. Reports will contain a conspicuous disclaimer statement on the cover of the report similar to the following:

"THE VIEW, OPINIONS, AND/OR FINDINGS CONTAINED IN THIS REPORT ARE THOSE OF THE AUTHOR(S) AND SHOULD NOT BE CONSTRUED AS OFFICIAL DEPARTMENT OF THE ARMY POSITION, POLICY OR DECISION, UNLESS SO DESIGNATED BY OTHER DOCUMENTATION".

2. Obtain the study sponsor's approval for distribution of the report in any stage of development or completion.

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DATA ITEM DESCRIPTION		IDENTIFICATION (SIC)	
		AGENCY	NUMBER
1. TITLE		USAF	DI-F-1202A
2. DESCRIPTION (PARAGRAPH)		3. APPROVAL DATE	
The Performance and Cost Report provides contracting and project management with current status and projected requirements of funds, man-hours, and work completion for evaluation of contractor progress.		4. DATE	
		5. OFFICE OF PRIMARY RESPONSIBILITY	
		6. DATE	
		7. DATE RECEIVED	
8. APPROVAL LIMITATION			
9. APPLICATION/INTERRELATIONSHIP		10. REFERENCES (NARRATIVE IS LISTED IN PAGE 10)	
This data item may be supplemented by Data Item DI-F-1202, Cost Planning and Appraisal Chart.		11. WORK NUMBER	
12. SPECIAL INSTRUCTIONS			
The Performance and Cost Report shall be prepared by the contractor and will contain the following:			
a. Man-hours: Total man-hours expended by technical categories or program tasks, cumulative total to date, percentage of total man-hours spent to date. State whether or not remaining hours are sufficient to complete the task.			
b. Funds: Total funds expended, by task, for the month; cumulative total spent to date; and percentage of total contract funds spent to date. State whether or not remaining funds are sufficient.			
c. Work Completion: Percentage of work completed, by tasks during the month, cumulative percentage of total contract work completed to date.			

DD FORM 1282

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Approved For Release 2003/09/10 : CIA-RDP96-00792R000100140001-1

DATA ITEM DESCRIPTION		2. IDENTIFICATION NO(S).	
		AGENCY	NUMBER
1. TITLE Scientific and Technical Reports		DSA	DI-S-4057
3. DESCRIPTION/PURPOSE Technical reports are acquired to provide the scientific and technical community a description of the precise nature and results of research, development, test, and evaluation (RDT&E) accomplished. Technical reports may be definitive for the subject presented, exploratory in nature, or an evaluation of critical subsystem or of technical problems.		4. APPROVAL DATE 17 October 1973	
		5. OFFICE OF PRIMARY RESPONSIBILITY DSAH-SC	
		6. DOC REQUIRED X	
7. APPLICATION/INTERRELATIONSHIP This Data Item is applicable to technical reports produced as a result of Department of Defense Research and Development contracts. The form of the Report to be delivered will be specified on the DD Form 1423 by the DoD component.		8. APPROVAL LIMITATION	
		9. REFERENCES (Mandatory as cited in block 10) MIL-STD-847	
		MCSL NUMBER(S)	
10. PREPARATION INSTRUCTIONS The report form, format, and content shall be in accordance with MIL-STD-847.			

DD FORM 1664

REPLACES OSA FORM 402 WHICH IS OBSOLETE

PAGE 1 OF 1 PAGES

U.S. GOVERNMENT PRINTING OFFICE: 1973-713-140/7005

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DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION (Complete classified items by separate correspondence)		1. THE REQUIREMENTS OF THE DOD INDUSTRIAL SECURITY MANUAL APPLY TO PERFORMANCE OF THIS CONTRACT. FACILITY SECURITY CLEARANCE REQUIRED FOR CONTRACT PERFORMANCE OR FOR ACCESS TO CLASSIFIED INFORMATION IS _____		
2. THIS SPECIFICATION IS FOR:	3. CONTRACT NUMBER OR OTHER IDENTIFICATION NUMBER (Prime contracts must be shown for all subcontracts)	DATE TO BE COMPLETED (Estimated)	4. THIS SPECIFICATION IS: (See note below)	DATED
<input checked="" type="checkbox"/> a. PRIME CONTRACT	a. PRIME DAAK11-79-C-0057	Apr 80	<input checked="" type="checkbox"/> a. ORIGINAL	29 Jan 79
<input type="checkbox"/> b. SUBCONTRACT (Use item 8 to identify further subcontracting)	b. FIRST TIER SUBCONTRACT		<input type="checkbox"/> b. REVISED (Supersedes all previous specifications)	
<input type="checkbox"/> c. INVITATION TO BID OR REQUEST FOR PROPOSAL	c. INVITATION FOR BID, REQUEST FOR PROPOSAL, OR REQUEST FOR QUOTE		<input type="checkbox"/> c. FINAL	
5. IF THIS IS A FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND DATE COMPLETED <input checked="" type="checkbox"/> DOES NOT APPLY				
CONTRACT NUMBER		DATE COMPLETED		
5a. NAME AND ADDRESS OF PRIME CONTRACTOR (Include ZIP Code)		5. NAME AND ADDRESS OF COGNIZANT SECURITY OFFICE (Include ZIP Code)		
SRI International 333 Ravenswood Ave. Menlo Park, CA 94025		Los Angeles Defense Contract Administration Services Region ATTN: Ofc of Industrial Security 11099 South LaCienega Blvd. Los Angeles, CA 90045		
7a. NAME AND ADDRESS OF FIRST TIER SUBCONTRACTOR (If applicable; include ZIP Code)		b. NAME AND ADDRESS OF COGNIZANT SECURITY OFFICE (Include ZIP Code)		
(Use item 8 to identify further subcontracting)				
8. SUBCONTRACTING BEYOND FIRST TIER (as appropriate)				
3a. GENERAL IDENTIFICATION OF THE PROCUREMENT FOR WHICH THIS SPECIFICATION APPLIES				
Special Training Techniques				
b. CONTRACT PRESCRIBES SECURITY REQUIREMENTS WHICH ARE ADDITIONAL TO THOSE PRESCRIBED IN DD FORM 441 AND THE ISM <input type="checkbox"/> YES <input type="checkbox"/> NO				
10. CONTRACT PERFORMANCE WILL REQUIRE	YES	NO	REMARKS	
GRAPHIC ARTS SERVICES		<input checked="" type="checkbox"/>		
ACCESS TO CONTROLLED AREAS OR CLASSIFIED INFORMATION ONLY	<input checked="" type="checkbox"/>			
MANUFACTURE OF CLASSIFIED HARDWARE		<input checked="" type="checkbox"/>		
GENERATION, RECEIPT, OR CUSTODY OF CLASSIFIED DOCUMENTS OR OTHER MATERIAL	<input checked="" type="checkbox"/>			
ACCESS TO RESTRICTED DATA	<input checked="" type="checkbox"/>			
ACCESS TO CRYPTOGRAPHIC INFORMATION		<input checked="" type="checkbox"/>		
ACCESS TO COMMUNICATION ANALYSIS INFORMATION		<input checked="" type="checkbox"/>		
DEFENSE DOCUMENTATION CENTER OR DEFENSE INFORMATION ANALYSIS CENTER SERVICES MAY BE REQUESTED (If yes, see paragraph 7, app 1, Industrial Security Manual)		<input checked="" type="checkbox"/>		
11. REFER ALL QUESTIONS PERTAINING TO CONTRACT SECURITY CLASSIFICATION SPECIFICATION TO THE OFFICIAL NAMED BELOW (NORMALLY, thru ACO (Item 14b); EMERGENCY, direct with written record of inquiry and response to ACO) (thru prime contractor for subcontracts)				
a. PROGRAM/PROJECT/MANAGER OR ACTIVITY (Name, Title, and Organization)		b. ADDRESS, TELEPHONE NUMBER AND OFFICE SYMBOL (Include ZIP Code)		
Lynne S. Taylor US Army Materiel Systems Analysis Activity		DRXSY-DS Aberdeen Proving Ground, MD 21005 (301) 278-5735		
NOTE: Original Specification (Item 1a) is authority for contractors to mark classified information. Revised and Final Specifications (Items 4b and c) are authority for contractors to remark the regraded classified information. Such actions by contractors shall be taken in accordance with the provisions of the Industrial Security Manual.				

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DECLASSIFIED UNCLASSIFIED when separated from classified inclosures.

SECRET

ANNEX A

DD FORM 254 - dated 15 March 1979, Special Security Requirements for Contract - "Special Training Techniques"

✓ 1. (U) All work performed under this contract is classified SECRET. Only US citizens possessing a Department of Defense (DoD) final SECRET personnel security clearance may perform work on this contract. Interim clearances are not authorized. Contractor access to classified reports obtained must be approved by the COR.

2. (U) Classified information furnished or originated in connection with this contract is classified by authority of Headquarters, Department of the Army (DA) message, DAMI-ISH, dated 7 July 1978, and will be reviewed for declassification on 7 July 1998, based on Reason 3, Paragraph 2-301 (c), DoD Regulation 5200.1R. The appropriate markings for messages and documents are indicated on the DD Form 254.

Classified material furnished or extracted from existing documents shall retain the classification of the source material, and shall be marked in accordance with paragraph 11, and/or Appendix II, DoD 5220.22-M, Industrial Security Manual for Safeguarding Classified Information (ISM).

3. (S-ORCON) A complete classification guide for GRILL FLAME will be published. In the meantime, any language associated with parapsychology will not be used in conversation or communications unless a SECRET classification is used.

4. (U) The contractor shall designate a single contractor representative to serve as Security Coordinator for managing, controlling, and monitoring access to GRILL FLAME. The Security Coordinator will:

a. Maintain a copy of the Master Access list, and manage access to the project. Prior verification of an individual's access is necessary before making any reference to the program.

b. Serve as the single distributor of information included in the program, and maintain records of the distribution.

c. Serve as the single point of contact for receiving and transmitting program information from and to other agencies.

CLASSIFIED BY: MSG, HQDA (DAMI-ISH),
Wash, DC Dated 7 Jul 78
REVIEW ON: 7 Jul 98

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5. (U) The following will govern communications among the various activities involved with the program:

a. The use of conventional telephones is limited to administrative actions concerning the project. At no time will the code name be associated with operational aspects of the project over conventional telephones. In the event time dictates that operational matters must be discussed, the parties involved will use either a secure telephone or a message.

b. All messages will be passed via the SSO system. Conventional teletype is not authorized for any GRILL FLAME communications.

c. Areas used for any project discussions will be selected so as to insure segregation from other activities within the organization.

d. Mailing instructions are provided in DD Form 254.

6. (U) Security Coordinators will take necessary actions to insure that they are informed of visits by officials to their organization prior to their arrival. Access must be verified before visitors are exposed to the project. Under no circumstances will foreign visitors to the organization be given any indication of the project's existence.

7. (U) No information concerning the program will be approved for public release. No project information will be released to the Defense Documentation Center.

8. (U) Military Intelligence representatives are authorized to monitor the security provisions of this contract, and to visit the contractor, in conjunction with DCASR representatives, to provide operations security guidance. Overall responsibility for providing security support to the contract will lie with the DCASR.

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